

U.S. Department of Justice
 Washington, DC 20530

**Exhibit A to Registration Statement
 Pursuant to the Foreign Agents Registration Act of
 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant FGH Holdings LLC (Formerly The Glover Park Group LLC)	2. Registration Number 5666
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3. Primary Address of Registrant 1025 F St. NW, 9th Floor Washington, DC 20004
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4. Name of Foreign Principal Transatlantic Dialogue and Engagement Center	5. Address of Foreign Principal 01021, Ukraine, Kiev, Park Road, 16A Kyiv International Convention Center "Parkovy"
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6. Country/Region Represented Ukraine
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7. Indicate whether the foreign principal is one of the following:

- Government of a foreign country¹
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (*specify*) Non-profit organization
- Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant

- b) Name and title of official with whom registrant engages

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

The Transatlantic Dialogue and Engagement Center (TDEC) seeks to advance Ukraine's relations with the United States, European Union and other democratic nations. TDEC operates in close cooperation with the Sluga Narodu Political Party to facilitate dialogue, exchanges and other interactions between members of the Ukrainian parliament and their counterparts and other officials in partner governments and multilateral organizations.

b) Is this foreign principal:

- | | |
|---|---|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

TDEC is financed/subsidized by Ukrainian private sector individuals and commercial entities.

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Mr. Stanislav Kostuchenko, Director, TDEC

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
February 12, 2021	Joel Johnson	<input data-bbox="886 401 954 443" type="text" value="Sign"/> /s/ Joel Johnson eSigned
_____	_____	<input data-bbox="886 489 954 531" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 573 954 615" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="886 657 954 699" type="text" value="Sign"/> _____

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<p>1. Name of Registrant</p> <p>FGH Holdings LLC (Formerly The Glover Park Group LLC)</p>	<p>2. Registration Number</p> <p>5666</p>
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<p>3. Name of Foreign Principal</p> <p>Transatlantic Dialogue and Engagement Center</p>

Check Appropriate Box:

4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? February 2, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Finsbury Glover Hering will provide government relations and strategic counsel and support for the Transatlantic Dialogue and Engagement Center and the Sluga Narodu Political Party to advance Ukraine's relations with the United States.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Finsbury Glover Hering will provide government relations and strategic counsel and support for the Transatlantic Dialogue and Engagement Center and the Sluga Narodu Political Party to facilitate dialogue, exchanges and other interactions between members of the Ukrainian parliament and their counterparts and other officials in the United States and multilateral organizations.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Finsbury Glover Hering will provide government relations and strategic counsel and support for the Transatlantic Dialogue and Engagement Center and the Sluga Narodu Political Party to facilitate dialogue, exchanges and other interactions between members of the Ukrainian parliament and their counterparts and other officials in the United States and multilateral organizations. This may include lobbying, promotion and preparation and dissemination of informational materials.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes No

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes No

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes No

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
February 12, 2021	Joel Johnson	<input data-bbox="889 451 959 485" type="text" value="Sign"/> /s/ Joel Johnson eSigned
_____	_____	<input data-bbox="889 541 959 575" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 632 959 665" type="text" value="Sign"/> _____
_____	_____	<input data-bbox="889 722 959 756" type="text" value="Sign"/> _____



CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is made as of the 2 of February, 2021, between Public Organization "Transatlantic Dialogue and Engagement Center" ("TDEC") with offices at 01024, Kyiv, 7 Kruglouniversytetska street, office 28, Ukraine and The Glover Park Group, LLC ("GPG"), a government affairs and communications company with offices located at 1025 F Street NW, 9th Floor, Washington, DC 20004.

RECITALS

- A. GPG has experience in government affairs and advisory services;
- B. TDEC desires to engage the advisory services of GPG, and GPG desires to provide advisory services to TDEC upon the terms and conditions below.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Advisory Duties.** GPG will act as an advisor to TDEC on government affairs matters. GPG will assist TDEC on the activities set forth in Exhibit A on a reasonable best effort basis.
2. **Term.** GPG's duties under this Agreement shall commence on 2 of February 2021 and continue until December 31, 2021; provided that the parties may renew this Agreement for an additional time period as may be further agreed.
3. **Independent Contractor Status.** It is understood that GPG is an independent contractor and is not an employee or partner of TDEC, and shall not hold itself out to the public as an employee or partner of TDEC. TDEC will not provide, nor will it be responsible to pay for, any benefits for GPG.
4. **Employees of Independent Contractor.** GPG may, in its sole discretion, hire as many employees, contractors or other persons as it requires in order to fulfill its obligations under Section 1 of this Agreement. TDEC will be advised of the employment or hiring by GPG of such persons. Such persons shall not be deemed employees of TDEC unless specified otherwise. If such persons are employees of GPG, then GPG shall be solely responsible for all necessary insurance and payroll deductions for such persons, including, but not limited to, federal, state, and local income taxes, Social Security taxes, unemployment compensation taxes, and workers' compensation coverage, and any other fees, charges or licenses required by law. If such persons are contractors of GPG, then the independent contracting relationship shall be established between such contractor and GPG exclusively, and GPG shall be responsible for directing the duties of such contractor. Nothing contained in this Agreement shall create any contractual or business relationship between TDEC and the contractors hired or otherwise engaged by GPG. GPG acknowledges that such contractors are entirely under its direction, control, supervision, retention and discharge.
5. **Satisfactory Performance.** GPG's standard of performance under the terms of this Agreement shall be that which is to the satisfaction of TDEC and meets the quality and standards commonly accepted in the industry. TDEC's satisfaction shall not be unreasonably withheld or delayed. GPG shall be responsible for the professional quality, accuracy and coordination of all of the services furnished hereunder. GPG will perform its duties in a professional and workmanlike manner in accordance with

laws and business practices applicable to GPG as an employer and in the general conduct of its business and responsibilities hereunder (subject to acts and omissions of TDEC).

6. **Removal of Unsatisfactory Persons.** TDEC may make written request to GPG for the prompt removal and replacement of any employee or contractor employed, hired or otherwise engaged by GPG to provide and perform services pursuant to this Agreement. GPG shall respond to TDEC within 5 business days of receipt of such request with either the removal and replacement of such employee or contractor or written justification as to why that may not be done.
7. **Initial and Ongoing Reporting.** Within 15 business days after commencement of this Agreement, GPG will provide a reasonably detailed plan setting forth the objectives to be pursued and services to be performed by GPG. While rendering these services, GPG shall inform TDEC on a monthly basis about the status of the matters, including actions, meetings, activities and services performed. GPG shall also report on the completion of each objective and significant stage, consult with TDEC whenever necessary.
8. **Business of Independent Contractor.** GPG may engage in any other business that it desires and is not required to devote all of its energies exclusively for the benefit of TDEC.
9. **No Solicitation.** During the term of this Agreement and for a period of one year after its termination, TDEC will not for its purposes or on behalf of any party or any of its affiliates, employ, take away or attempt to employ or take away any GPG employee which TDEC becomes aware of because of such employee's provision of services under this Agreement, unless TDEC has received the prior written approval of GPG. This shall not apply to responses by any GPG employee to any advertising or other marketing by TDEC which is not directly targeted to GPG employees.
10. **Discrimination.** No person on the ground of handicap, race, color, religion, sex, sexual orientation, age, or national origin, will be excluded from participating in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this Agreement, or in the employment practices of GPG. GPG shall, upon request, show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants, notices of non-discrimination.
11. **Compensation.**
 - a) **Monthly Fees.** To secure GPG's involvement in providing the services described above, TDEC shall pay GPG at a rate of \$50,000 per month.
 - b) **Additional Fees.** TDEC shall also pay GPG, upon receipt of invoices from GPG, for (i) the costs of all approved production and research projects, such amounts based on the budgets set forth for such projects, (ii) the costs of all approved website development, start-up and ongoing maintenance fees, such amounts based on the budgets set forth for such projects, and (iii) the development, production, and placement of paid advertisements, the standard GPG commission on media buys, which commission is 15% of the gross media spend; provided such additional fees and costs are documentary evidenced and were in advance and in writing agreed by TDEC (email is sufficient).

- c) **Expenses.** TDEC shall reimburse GPG for reasonable, necessary and documentary evidenced out-of-pocket expenses, such as: travel, meals, accommodations, conference calls, international wire fees, courier and shipping at cost as incurred, and any sales and use taxes related to those out-of-pocket expenses, provided that TDEC has prior agreed in writing to relevant expenses in excess of \$1,000 per month.
12. **Invoices; Payments Thereof.** GPG will submit invoices for the services provided and costs and expenses incurred under the terms of this Agreement, schedules and, as the case may be, other reports ("Returns") on a monthly basis, within 10 business days following the end of the relevant reporting month, to TDEC represented for these purposes by Mr. Pavlo Velykorechanin or Mr. Stanislav Kostiuhenko. Upon receipt of the monthly invoice, payment will be made to GPG within 5 business days thereafter. All Returns are to be submitted electronically to the following e-mail address: transatlantic.center@gmail.com.
13. **Directions.** Each of Mr. Pavlo Velykorechanin and Mr. Stanislav Kostiuhenko shall separately act as a TDEC's representative and contact person with GPG with respect to the services to be provided by GPG hereunder, and may give instructions to and receive information from GPG with respect to the services provided hereunder.
14. **Disclosure and Confidentiality.** GPG shall treat information relating to the activities of TDEC in these matters ("Confidential Information") as private and confidential. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is in the public domain, (ii) is required to be disclosed by law or legal process, (iii) was already known to GPG at the time of receipt from TDEC, (iv) is received from a third party not known to you to be under an obligation of confidentiality or (v) is independently developed by GPG without use of the information received from TDEC. During and after the period of this Agreement, GPG agrees not to disclose Confidential Information or documents containing Confidential Information provided to GPG in connection with this Agreement to any person or entity except to affiliates, employees, agents, subcontractors and representatives who have a need-to-know or make any other use of that information other than to provide the services hereunder unless asked to do so by TDEC. In the event of compulsory process or a court order compelling disclosure of information received from TDEC, GPG will give TDEC notice before making disclosure of non-public information required to be disclosed by law or legal process should such notice be permitted by law. This covenant shall survive the termination of this Agreement.
15. **Ownership of Documents.** All materials prepared expressly for TDEC or purchased for TDEC's account hereunder will, upon full payment by TDEC of all corresponding sums due to GPG, be TDEC's property exclusively, to the extent that GPG has such rights and subject to such limitations as may be disclosed by GPG. Pursuant to these conditions, such materials shall be made available to TDEC within 10 business days of TDEC's written request.
16. **Conflicts of Interest.** GPG covenants and agrees that it is not now under any agreement to furnish consulting services that would conflict with its obligations under this Agreement. GPG agrees to notify TDEC prior to entering into any potentially conflicting agreements during the term of this Agreement.
17. **Legal Filings.** It is understood that GPG may be required to register under Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act ("FARA"), on behalf of TDEC and thereafter will be required to file the reports required by FARA, detailing its lobbying activities on TDEC's behalf. It is further understood that GPG will comply with all Federal statutes, regulations and ethics rules, governing its activities on behalf of TDEC, with the United States Congress and Federal

Executive Branch departments and agencies.

18. **Governing Law.** This Agreement shall be subject to and governed by the laws of the District of Columbia, without regard to the conflict of law provisions thereof. Any dispute regarding the terms of this Agreement shall be brought in district or federal courts located in the District of Columbia.
19. **Termination of Agreement.** This Agreement shall terminate on December 31, 2021, subject to the right of either party after 3 months from the start date of this Agreement to terminate this Agreement without cause for any reason with 30 days prior written notice, and such termination shall not be deemed a breach by the other party. In the case of a material breach by the other party, this Agreement may be terminated immediately. Following any termination (whether or not for cause), TDEC shall remain liable and shall pay GPG for all fees accrued and for all expenses incurred in accordance with this Agreement up to the date of termination as well as all amounts that GPG is obligated to pay to third parties pursuant to non-cancellable agreements GPG has entered into in performance of this Agreement. If TDEC terminates this Agreement by reason of GPG's breach or default, GPG will issue a pro-rata refund to TDEC of any prepaid fees and expenses that are directly attributable to such breach or default.
20. **Non-Assignment.** Any party may not assign or otherwise transfer in any manner this Agreement and the rights, benefits, duties and obligations contained herein to third parties without the express written approval of the other party. Any such assignment or transfer without prior approval of the other party will be null, void and without effect. Such approval shall not be unreasonably withheld or delayed. This Agreement is binding on and inures to the benefit of the parties to this Agreement and their respective permitted successors and permitted assigns.
21. **Value Added Tax ("VAT"), Sales, and Use Tax.** Payments made to GPG for the services rendered under this Agreement shall be made in full, without any deductions for taxes of any kind whatsoever. TDEC is responsible for any VAT or other similar tax applicable to the provision of services hereunder and sales or use tax applied to expenses incurred hereunder. TDEC's tax obligations specifically excludes foreign, federal, state and local taxes based upon GPG's revenues, net income, franchise tax base, number of employees, or corporate existence.
22. **Survival.** Sections 9, 14, 15, 17, 18, 22, 24, 26, 27, 29, and 30 shall survive the termination of this Agreement.
23. **Waiver.** The waiver by either party of any covenant, obligation or breach of this Agreement shall not operate as, or be construed as, a waiver of any other such covenant, obligation or breach hereof.
24. **Modification.** No change, modification or waiver of any term of this Agreement shall be valid unless it is agreed to in writing.
25. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between TDEC and GPG regarding the matters related hereto.
26. **Severability.** If any terms and conditions of this Agreement are held to be invalid or unenforceable as

a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Agreement are declared severable.

27. **Indemnification.** (a) Each party agrees that it will indemnify and hold harmless the other party, its officers, employees, agents, subsidiaries and affiliates, and the officers, employees and agents of such affiliates, from and against any and all losses, claims, damages, liabilities, costs or expenses (including reasonable attorney's fees) (collectively, "Claims") incurred which are related to or arise out of or are in connection with any actual or alleged violation or breach of the terms of this Agreement; and (b) each party agrees that it will indemnify and hold harmless the other party from any Claims brought by third parties arising out of or in connection with its performance of this Agreement; *provided* that such party shall not be obligated to indemnify the other party if such Claim results from negligence on the part of such other party. In the case of any negligent action on the part of GPG, GPG agrees that it will indemnify and hold harmless TDEC from any and all Claims arising out of or in connection with such negligence. The obligations in this Section 26 are in addition to any liability which an indemnifying party may otherwise have, and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnified party.
28. **Headings.** The headings are inserted for convenience only and shall not be considered when interpreting any of the provisions or terms hereof.
29. **Notices.** Whenever notices are required to be given under this Agreement, such notices shall be sufficiently given or made if in writing and sent by certified mail, return receipt requested, or email addressed as follows:

In the case of GPG:

The Glover Park Group, LLC
Attn: Michele Soho
1025 F Street NW, 9th Floor
Washington, DC 20004
United States of America
Email: michele@gpg.com

In the case of TDEC:

Attn: Mr. Stanislav Kostiuhenko
01024, Kyiv, Pecherskyi District, 7 Kruglouniversytetska street, office 28
Email: transatlantic.center@gmail.com

Either party may change the address above by giving notice to the other party pursuant to this Section 28.

30. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts,

each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. Signatures via facsimile or other electronic means are deemed to have the same force and effect as an original signature.

31. **Responsibilities of the Client.** TDEC represents that all of the information that TDEC provides to GPG under this Agreement will, to TDEC's knowledge, be accurate and complete in all material respects and that GPG may rely on the accuracy and completeness of such information without independent verification.

[Signatures follow on the next page]

In witness whereof, each of the parties hereto has caused its duly authorized representative to sign and accept this Agreement.

THE GLOVER PARK GROUP, LLC

By: *Michele Soho*
Michele Soho
Chief Operating Officer

Feb 1, 2021

(DATE)

Public Organization "Transatlantic Dialogue and Engagement Center"

By: *Stanislav Kostuchenko*
Stanislav Kostuchenko
Director



Feb 2, 2021

(DATE)

EXHIBIT A

1. Provide government relations and strategic counsel and support; and,
2. Other issues agreed to by both parties and directed by TDEC.